

COOPERATIVE AGREEMENT
OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, AND FORESTRY
WILDLIFE SERVICES DIVISION

AND

UNITED STATES ARMY GARRISON, FORT SILL (Cooperator)

In accordance with 2 O.S. § 12-1, 29 O.S. § 5-201.1, 5-502, and 63 O.S. § 123.8, the Wildlife Services Division of the Oklahoma Department of Agriculture, Food, and Forestry (ODAFF, WS) located at 2800 N. Lincoln Blvd. P.O. Box 528804, Oklahoma City, Oklahoma 73152-8804, is authorized to conduct and enter into cooperative agreements for wildlife damage management activities and programs in the state to protect agriculture, property, human health and safety and natural resources. This Cooperative Agreement (Agreement) is made to augment the wildlife damage management program in Oklahoma.

Therefore, it is mutually agreed that:

1. The wildlife damage management programs conducted under the terms of this Agreement shall be conducted by ODAFF, WS, or employees of the U.S. Department of Agriculture, Wildlife Services as defined in 2 O.S. § 12-1. These same entities shall determine the appropriate salaries, employee expenses, plans and procedures necessary to best serve the interests of the parties hereto.
2. The Cooperator shall provide funds as outlined in this cooperative agreement.
3. The Wildlife Services Division Director or designee shall certify the correctness of all claims paid by any party to this Agreement and shall perform such other administrative functions as are agreed upon provided that no funds of the cooperator will be collected or disbursed by any employee working under the terms of this agreement, or transferred to any such employee except in payment for salaries and expenses in accordance with the plans and procedures formulated and agreed to under paragraph 1, above.
4. Nothing in this Agreement shall prohibit or prevent ODAFF, WS or the cooperator from entering into cooperative agreements with other entities.
5. The parties mutually agree to comply with 43CFR 17 of the provisions of Title VI of the Civil Rights Act of 1964 (78 U.S.C. § 252).
6. All captured wildlife, wildlife parts, or naturally occurring part or product relating to their life history, including but not limited to eggs, nest, or other items ancillary to the wildlife species, shall be property of the cooperative Oklahoma Wildlife Services Program.
7. This Agreement and any continuation thereof shall be contingent upon availability of appropriated or cooperative funds. It is understood and agreed that any monies allocated for

the purpose of this Agreement shall be expended in accordance with its terms and in the manner prescribed by the fiscal rules and regulations and administrative policies of the agency making the funds available. No provision of this agreement shall be interpreted to require the obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341 or any other applicable provision of law.

DURATION:

This Agreement shall be valid and in effect only after it is signed and dated, and shall not be valid past September 30, 2014. This agreement may be renewed or amended annually for a nine year period. Reimbursement amount will be reviewed annually. ODAFF shall provide an annual estimate to the Garrison Resource Management Office, Budget Office, 462 NW Hamilton Road, Suite 106, Fort Sill, OK 73503, no later than 30 October annually. All correspondence shall identify this agreement as Agreement #LW01.

TERMINATION AND AMENDMENTS:

This Agreement may be modified by mutually acceptable written amendments, and an addendum shall be duly executed by ODAFF and the Cooperator. Either party may request termination of this Agreement upon thirty (30) days written notice to the other party.

COMPLIANCE :

This Agreement is made expressly subject to applicable law and is to be construed in a manner consistent with applicable laws and regulations. The Parties expressly agree to comply with all of the laws of the United States, the State of Oklahoma and any political subdivision where any portion of the Agreement is to be performed, including all statutes, rules, or regulations now existing or that may be promulgated in the future including, but not limited to, the Occupational Safety and Health Act and the Fair Labor Standards Act. The parties shall comply with all local, state, and federal laws regulating employment practices, including those prohibiting discrimination based on sex, race, religion, creed, color, ethnic background, age, and disabilities. Acceptance of this Agreement constitutes awareness of and compliance with the requirements of the aforementioned laws and the Americans with Disabilities Act.

SEVERABILITY:

If any provision of this Agreement is found to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement or any renewal or extension of this Agreement, then it is the intention of the undersigned parties that the remainder of this Agreement that is not found to be illegal, invalid, or unenforceable shall remain in full force and effect.

ADDITIONAL TERMS AND CONDITIONS:

Both Parties mutually agree to the following additional terms and conditions for the completion of this agreement: NONE.

SEVEN YEAR RECORD RETENTION POLICY

Cooperator agrees to retain all necessary records, books, and any other reasonably necessary documentation relating to the nature, time, and scope of the Agreement, regardless of form, for a period of seven (7) years following completion or termination of the Agreement. If an audit, litigation, or other action involving the records is commenced before the end of the seven (7) year retention period, the records shall be maintained for three (3) years from the date that all issues arising out of the action are resolved.

STATEMENT OF WORK AND REIMBURSEMENT:

The Cooperator agrees to provide funds in the amount of \$2,771 as their contribution to the cooperative Wildlife Services program for the period to be utilized for the purpose outlined below:

WS will assign Wildlife Services personnel to implement a Wildlife Damage Management (WDM) program to mitigate hazards/damage to property caused by European starlings, feral pigeons and house sparrows fecal and nesting activities in and around aircraft hangars at Ft. Sill. WS personnel assigned to Ft. Sill will remain under the supervision of WS. WDM activities will be confined to Ft. Sill boundaries where written authorizations to conduct WDM has been obtained. WS will provide managerial, technical, and administrative program support.

Management techniques for controlling wildlife will include all legal and approved methods including small arms, avicides, trapping and multiple harassment methods. WS will adhere to all Ft. Sill and WS policies during management operations. Safety, especially with the use of small arms will be a priority. WS will be responsible for the application and maintenance of control devices.

WS will keep Ft. Sill personnel abreast of all activities by attending meetings and generating mutually agreed upon reports. The WS State Office in Oklahoma City (405) 521-4039 will monitor the program.

The cooperative Wildlife Services Program agrees to furnish supervision of the project and terms as outlined in the Cooperative Agreement.

Wildlife Specialist	\$1,435
Equipment and Supplies (trapping, tools, etc.)	\$ 583
Vehicle/Use	\$753
TOTAL (June thru 30 September 14)	<u>\$2,771</u>

Points of contact (POC's) for the administration of this support agreement are as follows:

- a. Joe Ragsdale, Garrison Support Agreements Analyst, (580) 442-5803, joe.p.ragsdale.civ@mail.mil.

- b. Mr. Kevin Grant, Director, Wildlife Services, Oklahoma Department of Agriculture, (405) 521-4039, kevin.grant@ag.ok.gov.

AGREED AND EFFECTIVE as of the date of the latter signature below.

Date July 7th, 2014

Fort Sill Garrison



Glenn A. Waters, COL., FA, Garrison Commander

Date 6-23, 2014

Oklahoma Department of Agriculture, Food, and Forestry



Jim Reese, Secretary and Commissioner of Agriculture/Designee